

TENNESSEE HOUSING DEVELOPMENT AGENCY

HOUSING CHOICE VOUCHER PROGRAM



LANDLORD INFORMATION BOOKLET

www.state.tn.us/thda/

Equal Housing Opportunity

The Tennessee Housing Development Agency is committed to the principles of equal opportunity, equal access, and affirmative action. Contact the THDA EEO/AA/ADA Coordinator (615) 741-2400 for further information.

Tennessee Housing Development Agency. This public document was promulgated at a cost of \$1.12. per booklet. No state tax dollars are used for its printing. 11/2002.

WELCOME...

The Tennessee Housing Development Agency (THDA) is pleased to provide you with the following information about the THDA rental assistance program, the Housing Choice Voucher Program.

This booklet is designed to answer questions and concerns that landlords most frequently ask about the Housing Choice Voucher program. Owners participate in the Housing Choice Voucher program on a voluntary basis. When interested, you simply lease your vacant units to families with a Housing Choice Voucher. The family pays a portion of their rent, based on income, directly to you, and THDA pays the remainder of the rent directly to you. The owner/tenant relationship is very similar to your relationship with unassisted tenants. The owner screens and selects appropriate tenants in the same manner as with unassisted tenants.

THDA has nine regional field offices that administer the Housing Choice Voucher program. In general, questions should be referred to the local staff. The addresses, phone numbers and territories of the regional offices are listed below. Please contact the field office that handles the program in your county with any questions or concerns that are not answered in this booklet.

We look forward to hearing from you. Your interest in providing an affordable housing option for low-income families is appreciated.

Cookeville Field Office 1525 E. Spring Street, Suite A Cookeville, TN 38506 (615) 520-0608, e-mail: linda.lalone@state.tn.us	Cannon, Clay, Cumberland, Dekalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Van Buren, Warren, White
Covington Field Office 131 Industrial Blvd., Suite D Covington, TN 38019 (901) 475-2541; e-mail: tyrone.avery@state.tn.us	Haywood, Lauderdale, Shelby, Tipton
Erin Field Office 612 Metcalf Drive Erin, TN 37061, (931) 289-5640; e-mail: nancy.pollard@state.tn.us	Houston, Humphreys, Montgomery, Stewart
Knoxville Field Office Suite 15, Bearden Office Place, 322 Nancy Lynn Lane Knoxville, TN 37919 (865) 594-6696, e-mail: lee.rose@state.tn.us	Anderson, Blount, Campbell, Claiborne, Cocke, Grainger, Hamblen, Jefferson, Loudon, Monroe, Morgan, Roane, Scott, Sevier, Union
Lewisburg Field Office 1185 Nashville Highway Lewisburg, TN (931) 270-9183; e-mail: ron.reasons@state.tn.us	Bedford, Giles, Hickman, Lawrence, Lincoln, Marshall, Maury, Moore
Madison Field Office 1160 Gallatin Road, Suite 102 Madison, TN 37115 (615) 253-3888; e-mail: donna.j.richardson@state.tn.us	Cheatham, Robertson, Rutherford, Sumner, Trousdale, Williamson, Wilson
Milan Field Office 2051 W. Van Hook Milan, TN 38358 (901) 686-3371; e-mail: linda.simmons@state.tn.us	Benton, Carroll, Crockett, Dyer, Gibson, Henry, Lake, Madison, Obion, Weakley
Selmer Field Office 141 N. Third Street Selmer, TN 38375 (901) 645-6731; e-mail: j.karen.davis@state.tn.us	Chester, Decatur, Fayette, Hardeman, Hardin, Henderson, Lewis, McNairy, Perry, Wayne
Tullahoma Field Office 2401 Cedar Lane Village Drive Tullahoma, TN 37388 (931) 454-1968; e-mail: melissa.yates@state.tn.us	Coffee, Franklin

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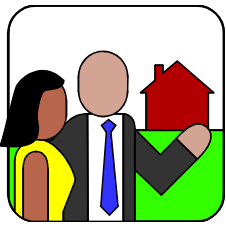
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HOW THE PROGRAM WORKS

The following is a basic guideline of how the Program works.

1. A family is determined to be eligible.
2. The family is issued a Housing Choice Voucher.
3. The family searches for a unit to rent.
4. When the family finds a unit, they ask the owner or landlord if they will accept the voucher holder as a tenant, and if they are willing to accept a Housing Assistance Payment from THDA.
5. The owner and family sign a Request for Tenancy Approval (RTA) and submit it and a copy of the lease (if the owner is using his own lease) to THDA. If the unit was built before 1978, a Lead Based Paint Disclosure form must also be submitted with the RTA.
6. If the owner's lease and rent amount are acceptable, the THDA staff conduct an inspection. Inspections are scheduled between ten and fifteen days after the Request for Tenancy Approval is received.
7. If there are repairs to be made, the repairs must be completed before assistance may begin.
8. Once repairs are completed, the owner and tenant sign a lease.
9. The family pays the security deposit.
10. The owner signs a Housing Assistance Payment contract with THDA. The owner/landlord also must submit a W-9 and proof of ownership.
11. The family moves into the unit.
12. Each month a portion of the rent is paid directly to the owner by THDA (checks are mailed on the last working day of the month prior), and the family pays their portion directly to the owner.
13. The family reports certain changes in income and family composition.
14. The family's eligibility is recertified each year.
15. A unit must be reinspected and pass an HQS inspection each year.
16. If a new lease is offered each year, a copy of the lease (before signed) must be sent to THDA with a Request for Tenancy Approval for THDA approval at least 60 days prior to the annual recertification date. A new Housing Assistance Payment contract will also need to be signed prior to the annual recertification date. If the lease has a month-to-month revolving term, this step is not necessary, but any request for a rent increase must be sent to THDA and the family for acceptance at least 60 days prior to its effective date.
17. Relocations are possible (after the initial lease term).



Landlord Benefits for Housing Choice Voucher Program Participation

- ✓ Housing Assistance Payments are mailed directly to the owner or agent of the owner on the last working day of each month.
- ✓ Risks in rent default are reduced because the tenant's portion of rent is based on their income.
- ✓ The owner sets the amount of the security deposit according to local practice.
- ✓ THDA maintains a landlord listing that is provided to all tenants searching for a place to live, which may assist with property vacancy rates.
- ✓ The owner is responsible for screening tenants, which allows the owner full discretion for tenant selection.
- ✓ Annual Housing Quality Standards inspections assist the owner with identifying areas that need repair and maintain the overall quality of the unit.
- ✓ The initial lease term is typically 12 months, which improves tenant stability. Housing Choice Voucher program guidelines prohibit families from relocating with continued assistance during the initial term of their lease, unless the owner agrees to a mutual recision of the lease.
- ✓ THDA encourages timely payment of tenant rent by enforcing the family obligations in the program. It is a violation of a family's responsibilities in the program if the family fails to make timely rent payments or damages the unit beyond normal wear and tear.
- ✓ Participating owners help Tennessee's low-income families secure safe, sanity and decent housing.



QUESTIONS & ANSWERS

What is the Housing Choice Voucher Program?

The Housing Choice Voucher program is a rental assistance program that is funded through the U.S. Department of Housing and Urban Development. The Tennessee Housing Development Agency (THDA) is one of 32 agencies in Tennessee that administers the program for the federal government. THDA administers the program in 77 of 95 Tennessee counties. Other local and metropolitan public housing authorities administer the program in the same and other counties.

The purpose of the program is to enable eligible families or individuals to have decent, safe, and sanitary housing by paying a portion of rental costs, which includes utilities (not phone or cable).

What is the difference between the Housing Choice Voucher and the Section 8 Voucher and Certificate Programs?

The Quality Housing and Work Responsibility Act (QHWRA) was passed by Congress in October 1998. The Act merged the Section 8 Certificate and Voucher programs into a single rental assistance program, the Housing Choice Voucher Program.

In the Housing Choice Voucher program, the rent payment is based on the lesser of the Payment Standard or the gross rent of the unit (rent and utilities). The family may rent a unit that rents for more than the Payment Standard and pay a greater portion of their income for rent and utilities. If, however, the family selects a unit where the gross rent (rent and utilities) exceeds the Payment Standard, their family contribution for rent and utilities may not exceed 40% of their monthly-adjusted income. Rent increases are not limited after the initial term of the lease, but must be reasonable in comparison with area market rents and accepted by the family.

Who is eligible for Assistance?

Both families and individuals are eligible to receive Housing Choice Voucher assistance. The applicant must have an income below either the very low-income limit (50% of area median) or the extremely low-income limit (30% of area median) to qualify. HUD establishes the Housing Choice Voucher income limits each year.

In addition, the applicant must not have an outstanding debt to any public housing agency nor have been evicted from public housing in the past three years. The applicant must be a citizen or eligible non-citizen.

How does an Owner Determine if a Family is a Housing Choice Voucher program participant?

A participant is issued a Housing Choice Voucher before they begin their search for a housing unit (see "Required Forms"). The voucher states the name of the family, their current address and the name of the public housing authority where they receive assistance. The voucher also contains a beginning date and expiration date. Families are given an initial 60-day search period. If they can not find an acceptable unit within that time frame, they may request two, 30-day extensions for a maximum of 120-days.

An owner should always contact the local THDA staff before signing a lease with a Housing Choice Voucher tenant. The unit must pass a Housing Quality Standards (HQS) inspection, and a Housing Assistance Payments (HAP) Contract must be signed by the owner and THDA representative before a rental subsidy may begin. THDA assumes no responsibility for any portion of the rent payment prior to the effective date of the HAP Contract.

What Type of Units Qualify?

Eligible unit types include:

- * APARTMENTS * HOUSES * MANF. HOMES
- * GROUP HOMES * ASSISTED LIVING HOMES*

The unit must be privately owned. The family receiving assistance cannot have any financial interest in the unit. A person or persons owning a unit may not receive rental assistance for the unit that they own (unless they are a participant in the Homeownership Voucher program).

The owner of the unit may not be related to any member of the Housing Choice Voucher household (mother, father, stepmother, stepfather, child, stepchild, brother, sister, stepbrother, stepsister, grandparent, uncle or aunt), unless the family includes a member with a disability.

Housing Choice Voucher assistance cannot be used in a unit that is already subsidized. It is possible to use rental assistance in FmHA 515 (Rural Development) apartments and in low income housing tax credit (LIHTC) developments. There are no designated Housing Choice Voucher units. Each family is free to choose the unit they wish to rent. However, the unit chosen must meet the following conditions:

- The owner must be willing to participate in the program.
- The owner must be willing to sign a lease with the family (for a one-year term or a term that complies with local market practice, such as 6 months) that contains HUD's Tenancy Addendum, and sign a Housing Assistance Payments Contract with THDA.
- The owner must not be related to any household member.
- The unit must pass an inspection.

- The rent requested by the owner must be reasonable in comparison to other unsubsidized rents for comparable units in the area.
- The unit must not be owner occupied.
- The unit must be the right size for the family and program guidelines.
- The owner's proposed lease must be acceptable.
- For group homes and assisted living facilities, THDA may only pay for rent and utilities. Supportive services and meals must be excluded from the contract rent.

Final acceptability of a unit is the decision of the THDA staff.

How Much Paperwork?

The owner is expected to sign several documents. A copy of all of the required forms for the program may be found in the "Required Forms" section in this booklet.

1. A Request for Tenancy Approval (RTA) must be signed by the owner and tenant when the tenant locates a unit that they desire to lease. After the local THDA staff receives the form, they must determine that the rent is reasonable according to local market conditions (see below, *"How Much may I Charge for Rent?"*), and that the tenant may afford to lease the unit under the program. If the rent and utility allowance (as determined by THDA) exceeds the THDA Payment Standard, the family may not pay more than 40% of their monthly adjusted income for rent and utilities.

If you are using your own lease, an unsigned copy should be submitted with the Request for Tenancy Approval. THDA has a model lease if an owner does not have a lease that they use with other unassisted families. Once THDA receives the RTA, an inspection will be scheduled in 10 to 15 days.

2. A Lead Based Paint Disclosure form must be signed by both parties, and THDA must receive a copy, when the unit was built before 1978. The Disclosure form must accompany the RTA.
3. After the unit has passed the HQS inspection, a lease must be signed between the tenant and the owner, and THDA must maintain a copy in the tenant file. If you use your own lease (not the THDA model lease), a Tenancy Addendum will also need to be signed and attached to the lease.
4. THDA must receive a W-9 and proof of ownership for each owner to establish an owner accounts payable record.
5. A Housing Assistance Payment contract must be signed between THDA and the owner before payments may begin. The HAP contract contains the subsidy payment terms.

Who Makes the Rental Payment, and When may an Owner expect to receive the Payment?

Each month THDA makes a housing assistance payment directly to the owner. The first check for a new tenant may take 4 to 6 weeks to process dependant on the date the unit passes inspection, and the date THDA receives all necessary paperwork from the tenant. THDA mails all regular housing assistance payments checks on the last working day of each month (e.g. the May housing assistance payment check is mailed the last working day of April).

The tenant is responsible to pay their portion of the rent directly to the owner according to the terms of the lease. The owner is responsible for collecting the tenant's portion of the rent.

How Much Rent is the Family Expected to Pay?

The family contribution toward rent is based on income. Section 8 families typically pay between 30% and 40% of their monthly adjusted income toward rent and utilities. When the family initially leases a unit, they may not pay more than 40% of their monthly-adjusted income for rent and utilities. After the family has resided in the unit a year, if the gross rent (rent and utilities) is increased and exceeds the Payment Standard, the family may have to pay a greater amount of their income toward rent and utilities.

How Much May I Charge for Rent?

A rent limit is not applicable in the Housing Choice Voucher program. The owner establishes the contract rent. THDA may not approve a unit for the Housing Choice Voucher program, however, if the contract rent exceeds rents charged for similar, unsubsidized units in the market area (neighborhood or regional area). THDA conducts ongoing rent surveys to determine rent reasonability.

In addition, THDA may not approve a unit for the program if the gross rent for the unit exceeds the Payment Standard AND the family's contribution toward rent and utilities is greater than 40% of their monthly-adjusted income.

Are Rent Increases Allowed?

Yes. An owner may request a rent increase anytime after the initial term (typically the first 12- months) of the lease. The owner determines the amount of the increase. THDA staff must determine, however, that the contract rent after the increase is still reasonable compared to other similar, unsubsidized units in the market area. The tenant must also agree to the rent increase. If the new contract rent is not rent reasonable, the owner must decrease the rent to a reasonable rent, or the housing assistance payment contract will be terminated with a 30-day notice to the landlord and tenant. If the tenant decides they can not afford the increase in rent, they are eligible to relocate with a thirty (30) day notice or notice according to their lease terms to the landlord and THDA.

If approved, the rent increase may be effective sixty (60) days after the request is received by THDA.

May I Collect a Security Deposit?

Yes. THDA encourages owners to collect a security deposit according to local market practice. The security deposit should not exceed that charged to other unassisted renters.

Who Selects and Screens the Tenants?

The selection and screening of suitable tenants is the responsibility of the owner. THDA staff only screens the family for eligibility according to program criteria (income, citizenship, and previous assisted housing, criminal history).

If THDA has previous rental history information for a family, THDA will provide owners with the previous addresses of tenants and the names of previous owners for reference checks. THDA staff will also provide information regarding tenant debts to public housing authorities or previous evictions, if known.

How Often is the Unit Inspected?

The unit must pass an HQS inspection (see “*HQS Summary*”) before the assisted family may move into the unit. If the family currently occupies the unit, it must pass an inspection before a housing assistance payment may begin.

The unit must be inspected at least every 12 months while the unit remains on the Housing Choice Voucher program. Each family is assigned an “annual recertification” date that typically corresponds with the initial move-in date to their current unit. The unit is inspected and the family’s eligibility re-determined 90-120 days in advance of the annual recertification date each year.

What are the Inspection Criteria?

A summary of the Housing Quality Standards inspection criteria is included in this booklet. A detailed HQS inspection form is available by contacting the local field office in your area listed in the front of this booklet.

Who Pays the Utilities?

The owner and the tenant decide who is responsible for each utility. Both the lease and HAP contract must stipulate who is responsible for each utility. Regardless of who is responsible to pay each utility, for the unit to pass the Housing Quality Standards inspection, every unit must have electricity, hot and cold running water, an adequate and acceptable permanent heat source, a refrigerator, and a cooking stove (or microwave if the tenant agrees to substitute a microwave for a cooking stove).

How Long is the Family Eligible for Assistance?

A family’s eligibility is redetermined every 12 months. Each family has an annual recertification date that is based on the initial move-in date to their current unit in the Housing Choice Voucher program. If the family began receiving a rental subsidy for a particular unit May 15, their annual recertification date is May 1 for the next year. The family’s eligibility will be redetermined and a HQS inspection of the unit conducted 90 to 120 days in advance of this date. A family continues receiving Housing Choice Voucher assistance as long as they continue to be eligible, the unit where they reside passes HQS and the family does not violate any of their family obligations in the program (See “*Family Responsibilities*”).

If the family vacates a unit without notice, the payment for the unit stops. The owner is entitled to keep the housing assistance payment ONLY for the month in which the family relocated. Any checks received after a family vacates should be returned to THDA. The owner should always notify THDA when a Housing Choice Voucher tenant vacates the unit.

If the family’s assistance is terminated because of a violation of their family obligations, the owner is given a 30-day notice that the housing assistance payment contract is terminated. If the owner agrees, the tenant may remain in the unit and pay all of their rent.

Do I have to sign additional paperwork at the tenant's annual recertification?

It depends upon whether or not a new lease is offered each year. If a new lease is offered (i.e. you use your own lease, and it does not contain a month-to-month revolving term at the end of the initial term), THDA needs to receive a signed Request for Tenancy Approval, a copy of the new lease 60 days prior to the lease ending date, and a new Housing Assistance Payments contract must be executed to correspond with the new lease term. In order to ensure that there is not a gap in subsidy payments, THDA must have the new HAP contract signed at least 2 weeks prior to the lease termination date and/or annual recertification date.

If a new lease is not offered, unless a rent increase is requested, the landlord does not need to sign any additional paperwork at the annual recertification. Rent payments will continue under the existing lease and HAP contract. If a rent increase is requested, it needs to be sent to THDA, and the family in writing, 60 days prior to the effective date of the increase for consideration.

May an Owner Evict a Housing Choice Voucher Participant?

An owner may evict a Housing Choice Voucher tenant under the terms of the lease agreement. The owner must follow state and local laws regarding evictions. The owner must give THDA a written notice of the eviction.

In some circumstances, eviction is grounds for termination of the family's assistance.

Who is Responsible for Unpaid Tenant Rent and Damages?

If a tenant does not pay their portion of the rent or causes damage to the unit, the owner may elect to evict the tenant. The security deposit may be applied toward unpaid rent and damages. If the owner notifies THDA of the damages and unpaid rent, the family's assistance may be terminated.

If a HAP contract was signed between THDA and an owner prior to October 1995 when security deposits in the program were limited, there is a provision for reimbursement for damages and, in some cases, unpaid tenant rent. Contact your local field representative for more information on filing damage claims for pre-1995 HAP contracts.

May an Owner Sell a Property Occupied by a Housing Choice Voucher Tenant?

Yes. THDA requests that you contact the local field staff and notify the family as soon as possible. In all cases, THDA and the family must be given at least a 30-day notice for the owner to remain in good standing with the program.

Are there any special lease requirements?

Yes. HUD has a number of prohibited lease provisions that are stipulated in the Tenancy Addendum that must be signed and attached to all owner leases. In addition, HUD requires that a lease must contain the following items:

- Name of owner and tenant
- Address of the unit leased
- Contract rent of the unit
- Term of the lease- initial and any provisions for renewal
- Notice required to terminate lease after initial term
- Specifications of which utilities and appliances are supplied by the owner and which by the tenant

If your lease does not contain any of the above provisions, THDA has a Lease Addendum that may be attached to your lease, along with HUD's Tenancy Addendum.

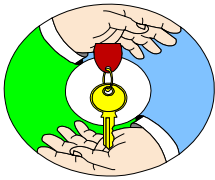
Are families eligible to relocate with continued voucher assistance?

Yes, as long as the family moves in compliance with the terms of their lease and within the program guidelines. The family must be in good standing with the program (i.e. must be current in all plans of repayment to THDA) and must leave their current unit in good standing with the landlord/owner (i.e. must not owe back rent).

If the family is at the end of their lease term, or is under a lease with a revolving month to month term after the initial term, the family is required to give the owner and THDA a Notice to Vacate according to the lease terms. The Notice to Vacate must be given on the first of a month for a period of at least 30 days, unless the lease contains a longer lease termination requirement (such as 60 days).

If the family wishes to relocate during the term of the lease, they are required to get a Mutual Recision (lease termination) signed by the landlord/owner before they are issued a voucher to relocate. Families are only eligible to relocate during the lease term with the owner/landlord's agreement to terminate the lease.

THDA has a *Relocation Booklet* to guide families through the proper relocation process.



Landlord Responsibilities in the Section 8 Program

1. To perform routine management functions including: screening and selecting tenants, maintaining the property, collecting rent and handling tenant complaints. Participation in the program does not relieve a landlord of any normal duties of ownership. THDA only pays a portion of the rental payment on behalf of the family.
2. To comply with all requirements of the Housing Assistance Payment contract.
3. To comply with the terms of the lease agreement.
4. To maintain the unit at all times in accordance with THDA's Housing Quality Standards. See the Summary of Housing Quality Standards in this booklet. The owner may require the assisted family to repair or pay for repairs or damages (other than normal wear and tear) caused by the family or guests of the family.
5. To collect only the amount of rent from the tenant which is specified in the lease and/or HAP contract or any interim Notice of Change amendments to the HAP contract.
6. To notify the local THDA field representative immediately if the tenant vacates the unit. Landlords are not eligible to receive payments if the tenant is not living in the unit. The HAP contract automatically terminates at the end of the month when a Housing Choice Voucher tenant vacates a unit without properly notifying THDA and the landlord. Any housing assistance payments received following the month the tenant vacates the unit must be returned to THDA.
7. To immediately report to the local THDA field representative if any utilities are disconnected, whether paid for by the owner or tenant (if known). If a tenant or landlord fails to fulfill their obligation to connect/pay utilities as required by the lease agreement, the subsidy will be stopped or terminated.
8. To provide proof of ownership of a unit.
9. To provide a W-9 for the purposes of filing an accurate 1099 with the IRS.
10. To notify the THDA staff of rent increases 60-days prior to the effective date of the increase.
11. To notify THDA of the offer of a new lease at least 60 days prior to the effective date of the new lease. The lease should be sent to THDA with a Request for Tenancy Approval form.

Failure to fulfill these obligations may result in the withholding, abatement (stop) or termination of housing assistance payments. Future participation in the Program may also be prohibited.

FAMILY RESPONSIBILITIES

The Family (including each household member) Must:

1. Supply any information that THDA or HUD determines to be necessary including evidence of citizenship or eligible immigration status and information for use in a regularly scheduled reexamination or interim reexamination of Family income and composition.
2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
3. Supply any information requested by THDA to verify that the FAMILY is living in the unit or information related to FAMILY absence from the unit.
4. Promptly notify THDA in writing when the FAMILY is away from the unit for an extended period of time in accordance with THDA policies.
5. Allow THDA to inspect the unit at reasonable times and after reasonable notice.
6. Notify THDA and the OWNER in writing before moving out of the unit or terminating the lease.
7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
8. Promptly notify THDA in writing of the birth, adoption, or court-awarded custody of a child.
9. Request THDA written approval to add any adult family member as an occupant of the unit.
10. Promptly notify THDA in writing if any family member no longer lives in the unit.
11. Give THDA a copy of any OWNER eviction notice.
12. Pay utility bills and supply appliances that the OWNER is not required to supply under the lease.
13. Correct tenant-caused, life-threatening HQS violations within 24 hours.

The Family (including all household members) Must Not:

1. Violate any family obligation contained herein or shown on the voucher.
2. Fail to sign and submit consent forms for obtaining continuing eligibility factor verifications.
3. Fail to submit evidence of citizenship or eligible immigration status or in any way fail to comply with non-citizen rule regulations and applicable informal review procedures.
4. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured space or a participant in the Homeownership Voucher Program).
5. Commit any serious or repeated violation of the lease, including damage beyond normal wear and tear and failure to make timely rental payments.
6. Commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
7. Include a household member that is subject to a lifetime registration under a State sex offender registration program.
8. Include a household member who has EVER been convicted of a drug-related criminal activity involving the manufacture or production of methamphetamine on the premises of federal assisted housing.
9. Have a criminal background as defined below:
 - 3 or more convictions for a felony drug-related, alcohol-related, violent criminal activity or other criminal activity, one of which is less than 3 years old.
 - 1 or more conviction for a misdemeanor or felony drug-related, alcohol-related, violent criminal activity or other criminal activity in the past twelve months.
 - Any household member has 1 conviction for a felony sex offense in the past 10 years or any conviction of a sex offense involving a minor in the past 10 years.
 - Any household member has 2 or more felony sex offense convictions or 1 or more felony sex conviction against a minor.
 - Any household member has been arrested 2 or more times during the past 6 months or 3 or more times during the past 12 months (felony or misdemeanor), for drug-related, alcohol-related, violent criminal activity or other criminal activity.
10. Owe rent or other amounts to THDA or another Housing Agency in connection with public housing.
11. Fail to reimburse THDA for amounts paid to an owner under a HAP Contract for rent, damage to the unit, or other amounts owed under the lease.
12. Breach an agreement with THDA to pay amount owed to THDA or amounts paid to an owner by THDA.
13. Sublease or assign the lease or transfer the unit.
14. Receive Housing Choice Voucher assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State, or local housing assistance program.
15. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
16. Fail to comply with the Family Self Sufficiency Contract of Participation (if an FSS family).
17. Engage in or threaten abusive or violent behavior towards THDA personnel.
18. Have been evicted from public housing in the past 3 years.

OTHER REQUIREMENTS

The FAMILY:

1. MUST NOT pay the OWNER any additional rent or amounts that are not part of the lease.
2. MUST connect the utilities that are the Family's responsibility in the name of a member of the household. Utilities must be connected, and smoke detectors must work at all times.
3. MUST notify THDA if an OWNER does not make repairs in a timely manner.
4. MUST notify THDA of any absences from the unit over two weeks.
5. MUST reimburse THDA for any amounts paid to an OWNER for damages, vacancy, or unpaid rent, and any amounts owed for overpayment of subsidy.



HOUSING QUALITY STANDARDS (HQS)

General Guidelines

HQS are minimum standards applying to all units in the Section 8 Housing Choice Voucher Program.

A summary list of the requirements is on page 14. A more detailed explanation of Housing Quality Standards is found in the HUD Handbook for administering the Section 8 Program.

Before initial move-in:

- The lease and the Housing Assistance Payments Contract MAY NOT be signed and a payment may not begin until a unit meets Housing Quality Standards.
- When a landlord signs the Housing Assistance Payments Contract with THDA, he/she affirms that the unit meets Housing Quality Standards.
- It is the landlord's responsibility to maintain the unit so it always meets Housing Quality Standards unless the tenant causes the unit to become substandard.
- If a tenant causes damages to a unit that causes the unit to become substandard (e.g. tears the linoleum or breaks a window), the tenant is responsible for making the necessary repairs. The lease should specify how repairs should be completed.

At annual recertification:

- 90-120 days in advance of the family's original move-in date (under the Section 8 program), an HQS inspection must be conducted.
- If the unit passes inspection, the owner is not responsible to make any repairs and the HAP contract continues.
- **If the unit fails inspection, the field representative completes a Notice of Inspection form that lists each fail item in detail. The repairs must be completed within 30 days of the initial inspection date or the HAP must be stopped (by HUD regulation), unless the owner requests an extension BEFORE the 30 days has expired. If the owner does not request an extension, a reinspection is conducted within 30 days of the initial inspection. If the unit passes, the HAP contract and payments continue uninterrupted. If the unit fails, the HUD regulations require that HAP payments be abated (stopped). The abatement continues until all repairs are complete, or 30 days at the maximum. During the abatement period, THDA requests that the owner contact the field representative when repairs are completed. A reinspection will be scheduled, and if the unit passes the reinspection, payments resume effective the day the owner reports the repairs complete. If the unit fails the reinspection, THDA begins proceedings to terminate the HAP contract and relocate the family.**
- THDA grants owner extensions for repairs when the owner can not complete repairs for reasons beyond their control (part must be ordered, owner or tenant hospitalization, inclement weather). The extension request (written or oral) must be received before the initial 30-day repair period expires. Extensions are granted for 30-day time periods, unless the owner documents the need for a long-term extension.
- If the tenant refuses to make repairs that are the tenant's responsibility within 30 days of the date of inspection, assistance will be terminated, unless an extension is requested BEFORE the initial 30-day inspection period ends.

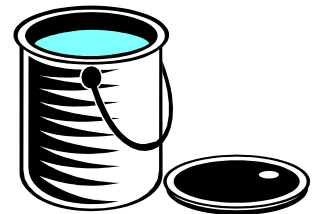
Special Inspections:

- THDA staff will complete a special inspection at the request of the tenant or landlord as time permits. THDA does not conduct routine move-out inspections.



COMMON REASONS UNITS FAIL HQS INSPECTIONS

1. Smoke alarm missing or not working.
2. Lack of ventilation in the bathroom (e.g. no window/fan).
3. Outlet covers are missing or broken.
4. Windows are broken or locks are missing.
5. Bug/vermin infestation
6. A handrail is not present where four or more consecutive steps are present.
7. Secure railings are absent around a porch or balcony that is 30 inches or more above the ground.
8. Paint on interior or exterior surfaces is chipping or peeling.
9. Water heater discharge line is missing or is too short; pop/relief valve is missing.
10. Utilities are disconnected.
11. Stove/refrigerator is missing or inoperable and/or missing knobs, burners or heating elements.
12. A tripping hazard is present as a result of a damaged floor covering.
13. Electrical wiring is exposed.
14. A bedroom is missing a window. All rooms designed to be used as a bedroom must have a window. If a window is designed to open, it must open. Props are not allowed in windows.



SUMMARY OF HOUSING QUALITY STANDARDS

THE FOLLOWING IS A SUMMARY LIST OF MINIMUM STANDARDS
FOR UNITS IN THDA'S SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

GENERAL STANDARDS

- There must be a Living Room, Kitchen, Bathroom, and a Bedroom for every two persons.
- All outlets and switches must be flush with the wall and have unbroken, tight fitting cover plates.
- All light fixtures and/or ceiling fans must be secured to the wall or ceiling. It is recommended that pull chains on fans and light fixtures be string, rope, or cord rather than metal, which conducts electricity.
- Permanently installed ceiling or wall light fixtures must have covers (globes) if they were designed to have covers.
- All rooms must be free of any frayed or exposed wiring, and the wiring must be the proper type.
- All windows and doors that are accessible from the outside must have secure frames and acceptable locks that work. Padlocks are not acceptable locks on exterior doors. Double keyed locks are acceptable only on doors that are partially glass or on solid doors if there is an alternate means of egress in the same room.
- Windows must be airtight, free of breaks and cracks, and the sashes must meet. There must be minimal or no deterioration. Screens, if present, must be in good condition.
- In rooms where windows are required, the windows must open to the exterior of the unit.
- Sliding glass doors can serve as windows in the Living Room or Bedroom if there are no windows. If the unit does not have central air conditioning, then a screen must be present on the sliding glass door.
- At least one window in each room must open (if designed to open). Props are not allowed in any windows. If the unit does not have central air conditioning, a screen must be installed on a window that opens.
- Exterior doors must be airtight, have adequate weatherstripping, and have a sound threshold. If there is a storm door present, it must be properly installed.
- Interior doors (closet doors, doors opening into rooms, etc.) must be properly installed. There must be no hazardous conditions present.
- Ceilings must be sound and free from hazardous defects, leaks, holes or bulges.
- Walls must be sound and free from hazardous defects or holes.
- The unit must be free of chipping, cracking, peeling paint.
- Floors must be sound and free from hazardous defects, holes, soft spots, bulges, or tripping hazards.
- All utilities must be connected either by the landlord or the tenant. A unit without utilities is considered substandard.

STANDARDS THAT APPLY TO SPECIFIC ROOMS

Living Room

- Must have at least two working outlets or one working outlet and one working, permanently installed ceiling or wall light fixture.
- Must have at least one window.

Other Rooms Used for Living and Halls

- There must be a means of illumination (EX: light fixture, wall outlet, window, etc.)

Kitchen

- Must have at least one working outlet and one working, permanently installed ceiling or wall light fixture.
- The stove and refrigerator must be plugged into an outlet (cannot be plugged into an extension cord).
- There must be a microwave or stove with an oven and all burners in working condition. Oven door must be secure and all knobs and handles present. Oven must have racks.

STANDARDS THAT APPLY TO SPECIFIC ROOMS, cont.

Kitchen, cont.

- If a landlord provides a microwave for the family's use, the family must sign a statement that this is acceptable. This can be done on either the "Lease" or the "Request for Lease Approval".
- If there is a stove and a microwave present in the unit, but the stove does not work, it does not have to be removed from the unit unless there are electrical hazards present. If the landlord had agreed to provide a stove for the tenants' use, then the stove must be repaired or replaced.
- A refrigerator must be present which freezes and cools properly. Gaskets and seals must be in good condition. Grill area must be adequately covered. Shelves must be present in the refrigerator.
- A sink must be present with hot and cold water, which drains properly. Handles must be present on the sink. The trap must be properly installed. All pipes and faucet must be free of leaks or drips; there must be no visible holes around the pipes.
- There must be space to store and prepare food.

Bedrooms

- There must be at least two working outlets or one working outlet and one working, permanently installed light fixture.
- There must be a door for privacy that will stay shut and is properly installed.

Bedrooms, cont.

- There must be at least one window, and if designed to open, at least one window must open, and remain up without a prop. If the unit does not have central air conditioning, then this window must also have a screen.

Bathroom

- There must be at least one working, permanently installed light fixture.
- If window is present in the bathroom, it must open, and remain up without a prop. If there is no central air conditioning in the unit, the window must have a screen.
- If there is no window that opens, then an operable vent fan must be present.
- There must be a sink with hot and cold water, which drains properly. Handles must be present on the sink; the trap must be properly installed; pipes and the faucet must be free of leaks or drips; there must be no visible holes around the pipes.
- There must be a flush toilet in an enclosed room that flushes and shuts off properly; it must be free of leaks and cracks; and must have a seat and tank top.
- There must be a door for privacy, which will stay shut and is properly installed.
- There must be a tub or shower with hot and cold running water, which drains properly. It must be free of leaks, drips and sharp objects. All handles and levers must be present on the tub or shower.

PLUMBING AND HEATING

- All rooms must have direct or indirect heat.
- Unvented heaters that burn oil or kerosene are prohibited.
- Unvented gas space heaters are not allowed.
- If gas or wood stoves are being used, the flues must be installed properly, with secure pipes; collars must be present, and installed securely, with no visible openings.
- If wood heat is the primary heat source, it is recommended that the chimney be cleaned annually.
- Ventless gas heaters are only allowed with a certification from the owner that the heater meets all requirements as specified by Local Codes and documentation showing the heater was properly installed. Ventless gas heaters must be permanently installed in the wall or floor, and an operable carbon monoxide detector must be installed in the unit.
- Permanent heaters must have knobs and be properly installed.
- Each unit must have a properly installed and operating hot water heater

PLUMBING AND HEATING, cont.

- If the hot water heater is gas, the flue must be secure. Collars must be present and installed securely, with no visible openings. If gas hot water heater is located in a living or sleeping area, it must be enclosed. An adequate enclosure is a “shield” that is secured to the floor or walls, provides adequate ventilation, is 6” higher than the water heater, and will protect the tenant in the event of an explosion.
- If the water heater is electric, and it is accessible to the family, the romex wire must be enclosed in protective conduit.
- There must be a temperature-pressure relief valve on the water heater with a 3/4" overflow pipe which extends to within 6” of the floor or to the exterior of the unit.
- The water and sewer system must be served by an approved public or private system. Drinking water provided by a well must be tested every two years.

GENERAL HEALTH AND SAFETY: INTERIOR

- The unit must be capable of being entered without going through another unit.
- There must be adequate exterior doors and operable windows for exit.
- If there are security bars on the windows, at least one in each room without an exterior door must open from the inside.
- Elevators (if applicable) must have a current inspection certificate, and be in a safe and working condition.
- Unit must be free of insects, mice, rats, other vermin, and garbage or debris.
- Unit must be free of chipping, cracking, peeling paint.
- Unit must be free of abnormally high levels of air pollution such as vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants.
- Unit must be free of other hazards such as splintered doors, sliding closet doors that could fall down, protruding nails, etc.
- Unit must have adequate ventilation.
- There must be a metal cover over the fuse/breaker box. There should be no hazardous conditions inside or around the fuse/breaker box.
- There must be an operable smoke detector or fire alarm on each level of the unit (including the basement). There must be at least one smoke detector located in the hallway outside the bedrooms.
- If the tenant is hearing impaired, the smoke detector must have a visible signal (lights), and must be installed in the bedroom occupied by the hearing-impaired individual. The smoke detector must be connected to the regular smoke detector outside of the bedroom. Portable smoke detectors are not permissible; the possibilities of loss or improper use make portable detectors less reliable, especially when used as the sole warning system.
- Smoke detectors are required in unfinished basements (cellars) if there is any type of electrical appliance, such as a water heater, washer/dryer, or fuse/breaker box. If a light fixture is the only type of “electrical appliance” present, then no smoke detector is required.
- It is recommended that smoke detectors placed in a basement be in close proximity to the stairway leading to the floor above; that smoke detectors installed to protect a sleeping room be located outside of the bedroom, but in the immediate vicinity of the sleeping area; that smoke detectors be mounted on the ceiling at least 4 inches from a wall or on a wall with the top of the detector not less than 4 inches nor more than 12 inches below the ceiling.
- If the unit is more than two stories, there must be a fire escape.
- An operable carbon monoxide detector must be present if there is a ventless gas heater in the unit.
- Interior stairs and common halls must have adequate lighting and be free of any hazardous or failing conditions in the walls, floor, ceiling, windows or doors. If there are four or more steps, or the steps, balconies or ledges are 30" or higher, there should be a secure handrail. All steps should be present, stable and secure.

GENERAL HEALTH AND SAFETY: EXTERIOR

- The grounds must be free of garbage, debris, trash, etc.
- Covered trash cans or dumpsters must be provided for the tenant's use.
- Outbuildings must be in sound condition.
- The site and immediate neighborhood must be free from conditions that would seriously endanger the health or safety of the residents such as uncovered wells, deep holes, abandoned appliances, abandoned cars, etc.

BUILDING EXTERIOR

- The foundation must be free of large cracks, and must be stable.
- Vents and crawl spaces must be covered.
- Stairs, rails, and porches must be secure. If steps are present, they must be stable, and secure. Unsecured concrete blocks can not be used as steps.
- If a sidewalk is present, it must be free of large holes and cracks, and should be stable.
- If there is a porch or balcony 30" or higher, a secure rail with adequate protection (slats, lattice, etc.) must be installed to prevent a person from falling through.
- If there are four or more steps, 29" or less in height, there must be at least one handrail.
- If there are four or more steps, 30" or higher, and both sides of the steps are exposed (open), there should be two secure handrails with adequate protection (slats, lattice, etc.) to prevent a person from falling through.
- It is recommended that slats be installed no more than 6" apart, and that railings be installed to within 6" of the porch or steps.
- Roofs must be free of damage or leaks.
- Water hydrants must be free of leaks and drips.
- Gutters and downspouts, if present, must be sound and secure.
- The exterior must be free of holes, missing siding, and appear airtight.
- The chimney must be sound, stable, and free of hazards.
- Plumbing vent pipes and flues must extend above the roofline.
- Unit must be free of loose, frayed or exposed wires that could be hazardous.
- Exterior must be free from chipping, cracking, peeling paint.
- Window air conditioners must be installed securely, and be free of any exposed or frayed wiring or other hazardous conditions.

MANUFACTURED HOUSING

- Tie downs are required on mobile homes. If tie downs are not visible, an affidavit must be signed by the owner stating that tie downs have been installed.
- Underpinning is required. It must be installed securely, with no large openings.
- Steps must be secure and stable. A concrete block, for example, cannot be used as steps.
- Wood burning stoves are not allowed.

LEAD BASED PAINT

Lead based paint is an HQS issue only if the unit was built before 1978 and one of the following is true:

1. There is a child under the age of 6 (72 months or younger) in the household, and there are visible signs of a lead based paint hazard such as chipping, peeling, or chalking paint, OR
2. There is a child under the age of 6 (72 months or younger) in the household with a diagnosed EBL (elevated level of lead in their blood), regardless of whether a visible lead based paint hazard is present in the unit.

If either of these conditions is true, then THDA must inform the owner that proper procedures must be followed for correcting the problem (e.g. stabilizing or removing the lead-based paint hazard). If a lead-based paint hazard is present:

1. The owner may have the unit tested by a certified lease based paint inspector. If the unit is found to be free of lead based paint, the owner does not have to engage in the paint stabilization process.

Once a clearance examination is completed and the unit is determined to be lead free, no further action is required for the unit. The owner must provide THDA with a copy of the clearance letter or report.

If the test confirms the presence of lead in the paint, then the EPA and HUD regulations for the removal or stabilization of the lead based paint hazard must be followed. After the paint stabilization is complete, a clearance examination must be completed by a lead based paint specialist who did not complete the lead hazard work. The owner must provide THDA with a copy of the clearance letter or report.

2. If the owner does not wish to have the unit tested, then the paint must be stabilized assuming that there is lead present in accordance with EPA and HUD regulations. After the paint stabilization is complete, a clearance examination must be completed by a lead based paint specialist who did not complete the lead hazard work. The owner must provide THDA with a copy of the clearance letter or report



Property Owners & Lead Based Paint Things to Know

Lead poisoning can cause permanent damage to the brain and other organs, and can result in reduced intelligence and behavioral problems. Lead is more dangerous to children, especially those under the age of 6, than adults because:

- Babies and young children often put their hands and other objects in their mouths and these objects may have lead dust on them.
- Children's growing bodies absorb more lead.
- Children's developing brains and nervous systems are more sensitive to the damaging effects of lead.

Lead-based paint that is in good condition usually is not a hazard. Peeling, chipping, chalking or cracking lead-based paint is a hazard that requires immediate attention, especially if a family with young children is living in the unit. A lead based paint hazard is defined as: deteriorated lead based paint, lead based paint on friction surfaces, impact surfaces, accessible (chewable) surfaces and dust and soil that is contaminated with lead.

REQUIREMENTS

For all units built before January 1, 1978 (when lead was banned from residential paint), you **MUST**:

PROVIDE a copy of the EPA approved brochure, "Protect your Family from Lead in the Home" and **DISCLOSE** any known lead based paint or lead based paint hazards to family (may use the sample Disclosure form provided in this booklet in the *Required Forms* section).

The Housing Quality Standards for the Section 8 program requires a **VISUAL ASSESSMENT** for any defective (chipping, peeling, chalking) paint present in a unit built before 1978 where a child six or younger resides, or may reside. If defective paint that is larger than the "de minimis" levels listed below is found in the unit, the paint must be **STABILIZED** by either: (1) a person who has received training in lead-safe work practices through a HUD-approved training course, or (2) a person or company certified by the State of Tennessee to conduct lead hazard control activities.

De Minimis Levels: 20 square feet on any exterior surface, 2 square feet in any one interior room or space or 10% of a type of building component with a small surface area (such as a windowsill) on interior and exterior sources

Once the deteriorated paint has been **STABILIZED**, the unit must be **VISUALLY ASSESSED** by THDA to ensure that the area of deteriorated paint has been repaired. Once the unit passes THDA's visual assessment, the owner must employ a person/company certified by the State of Tennessee to conduct a **CLEARANCE EXAMINATION**. The person/company can not be the same person/company who performed the lead hazard control activities.

A listing of the EPA certified providers who offer lead evaluation services and lead hazard control services in Tennessee is in this booklet.

HUD recommends that property owners be proactive with paint renovations. If property owners properly repaint or cover areas with chipping/peeling paint on a routine basis (and prior to the HQS inspection), the paint will not be defective and the owner will not be required to test the paint for lead content or complete lead hazard controls. Keeping all painted surfaces free of chipping/peeling paint will protect your investment, provide a quality product for your residents, and MOST IMPORTANTLY, protect small children from the hazards of lead based paint.

For more information on the lead-based paint hazards and abatement, you may call the Tennessee Department of Environmental Conservation at (615) 532-8011 or the Tennessee Department of Health at (615) 741-7778, or contact a certified lead-based paint inspector, or visit HUD's Office of Lead Hazard Control website at www.hud.gov/offices/lead/index.cfm

EPA certified Lead Service Providers

THDA does not endorse any particular Lead Evaluation Service or Lead Hazard Service Provider. This information is from "The Lead Listing" located at www.leadlisting.org. The U.S. Environmental Protection Agency (EPA) certifies lead service providers in states that do not operate their own EPA-authorized lead program. Consumers should confirm that the service providers they hire have current applicable certifications for the work they are to perform. In Tennessee, you may contact the Tennessee Department of Environment and Conservation at (615) 532-8011 with questions about Lead Service Providers or Lead Evaluation and Lead Hazard Services.

PROVIDERS WHO OFFER LEAD EVALUATION SERVICES IN TENNESSEE

Environmental Consulting and Testing, LLC
Phone: 865-584-2511

Barge, Cauthen & Associates
Phone: 615-356-9911 or 865-693-8091

AFCO Environmental
Phone: 931-552-1998 or 931-206-6545

Barge, Waggoner, Sumner & Cannon, Inc.
Phone: 865-637-2810 or 423-325-6226

ALC Environmental, Inc.
Phone: 888-466-3620 or 212-279-1001

Aable Environmental Inspectors, LLC
Phone: 931-438-3317

Environmental Specialties
Phone: 423-562-1462 or 423-871-1062

House Detectives
Phone: 540-796-4624

Law Engineering and Environmental Services, Inc.
770-421-3400

Environmental Compliance & Maintenance, Inc.
Phone: 205-250-9003 or 205-223-2935

Schweiger & Associates, Inc.
Phone: 770-640-8595

AAT Environmental, Inc.
Phone: 615-907-5850

Alpha Environmental Sciences, Inc.
Phone: 828-452-3449

Micron, Inc.
Phone: 800-296-7971 or 410-296-7971

Get the Lead Out
Phone: 704-376-3594

GLE Associates, Inc.
888-453-4531 or 813-241-8350

PROVIDERS WHO OFFER LEAD HAZARD CONTROL SERVICES IN TENNESSEE

ALC Environmental, Inc.
Phone: 888-466-3620 or 212-279-1001

Barge, Cauthen & Associates
Phone: 615-356-9911 or 865-693-8091

Aegis Environmental, Inc.
Phone: 615-591-0311

G&L Demolition and Construction, Inc.
Phone: 334-473-5045

Environmental Specialties
Phone: 423-562-1462 or 423-871-1062

Alpha Environmental Sciences, Inc.
Phone: 828-452-3449

FORMS

The following forms are the only paperwork to be signed by a participating owner in the Housing Choice Voucher Program.

1. **Request to be placed on the THDA Landlord List.** This form may be used to have your name or property address placed on the landlord list. You also may contact the local office by phone to have your name placed on the list. OPTIONAL
2. **Request for Tenancy Approval.** This form must be signed by the landlord and tenant and submitted to THDA for the inspection and unit approval process to begin. When THDA receives the form, the rent will be checked to ensure that it is reasonable compared to other non-subsidized units in the market, and to make sure the family can afford the rent and utilities. If the contract rent may be approved, an inspection will be scheduled within ten (10) days of receiving the form. *If the landlord is using his/her own lease, an unsigned copy must be submitted with the RTA for approval. The Lead Based Paint Disclosure form (signed by both parties) must also be submitted with the RTA if the unit was built before 1978.*
3. **EPA Fact Sheet, Lead Based Paint Disclosure Form and EPA required brochure, *Protect your Family from Lead in the Home*.** The EPA fact sheet explains the federal regulations regarding disclosure of lead based paint and lead based paint hazards in a unit built before 1978. Landlords of units built before 1978 are required to give a copy of the brochure, *Protect your Family from Lead in the Home*, and to sign a Lead Based Paint Disclosure form with all lessors. If your unit was built before 1978, THDA must receive a copy of the signed Disclosure form when we receive the RTA.
4. **THDA Model Lease.** The model lease is available for owners that do not have an owner lease. OWNERS MAY USE THEIR OWN LEASE IF THEY HAVE A LEASE THAT IS USED WITH OTHER NON-SUBSIDIZED TENANTS. If you choose to use your own lease, an unsigned copy must accompany the Request for Tenancy Approval. THDA must ensure that certain required items are contained in the owner lease. OPTIONAL
5. **Tenancy Addendum.** HUD requires that a HUD Tenancy Addendum be attached to all owner leases.
6. **THDA Lease Addendum.** The THDA Lease Addendum may be attached to an owner lease that does not include information on the following HUD-required items: name of tenant and landlord, address of unit, contract rent of the unit, term of the lease, notice required to terminate lease after initial term, and person responsible for utilities.
7. **W-9.** The State of Tennessee requires that THDA collect the social security number or tax identification number and a current residential or business address for all participating landlords. Owners of single family dwellings, duplexes, and mobile homes must also submit **proof of ownership** for the unit, such as a recent tax record for the property. Apartment complexes or developments with 4 or more units do not need to submit proof of ownership.
8. **Management Agent Agreement.** If a management agent manages the property for the owner, the agent must sign a form verifying that they have an agreement with the owner of the property to manage the property and collect rent on behalf of the owner. This ensures that THDA is paying the subsidy payment to the proper entity.
9. **Housing Assistance Payments Contract.** The HAP Contract is the agreement between the owner/landlord and THDA for the monthly housing assistance payment.

Tennessee Housing Development Agency

Request to be placed on the Section 8 Landlord List

Property owners or managing agents of property are encouraged to place their name and property address on the THDA landlord list. The list is maintained by county in the regional field office that administers the Program for the county. You may use this form to be added to the THDA Section 8 landlord list, or you may call the appropriate regional field office and provide the information over the telephone.

We hope this will benefit both you and THDA's participating Section 8 families.

Owner Name: _____ Phone #: _____

Property Manager Name: _____ Phone #: _____

County where unit(s) is located: _____

Unit Address: _____

Unit Type (circle): Apartment Single Family Home Duplex Mobile Home

Is the unit handicap accessible? Yes No

**COPIES OF FORMS LISTED IN THIS BOOKLET MAY
BE OBTAINED BY CONTACTING ANY OF OUR NINE
REGIONAL FIELD OFFICES LISTED IN THE FRONT OF
THE BOOKLET.**